

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re : Chapter 11
:
SEARS HOLDINGS CORPORATION, *et al.* : **Case No. 18-23538-rdd**
:
: Objection Deadline: 11/2/2021
Debtors¹. : Hearing Date: 11/10/2021 @ 10:00

CREDITOR MARGARET DENBESTE'S
RESPONSE IN OPPOSITION TO DEBTORS' THIRTY-SIXTH OMNIBUS
OBJECTION TO PROOF OF CLAIMS (RECLASSIFYING CLAIMS)

COMES NOW Creditor Margaret DenBeste, by and though the undersigned counsel, and hereby responds to Debtor's Thirty-Sixth Omnibus Objection to Proof of Claims (Reclassifying Claims) (Doc 9975) as follows:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovol Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859);

Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); SR – Rover de Puerto Rico, LLC (f/k/a Sears, Roebuck de Puerto Rico, Inc.) (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Rover Brands Business Unit, LLC (f/k/a Sears Brands Business Unit Corporation) (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); Sears Brands Management Corporation (5365); and SRe Holding Corporation (4816). The location of the Debtors' corporate headquarters is 130 West 42nd Street, 17th Floor, New York, NY 10036.

1. Creditor Margaret DenBeste is entitled to the full statutory amount available under 11 U.S.C. § 507(a)(7) for deposit put down for the purchase of goods and services, specifically, windows and installation.
2. Payment was made by Margaret DenBeste, such funds received by Sears. See Ex 1.
3. The amount claimed as a priority amount is proper.

WHEREFORE, Creditor Margaret DenBeste requests this Court find Margaret DenBeste is entitled to a priority claim under 11 U.S.C. § 507(a)(7) in the amount of \$3,025.00; and for any further relief this Court deem just and equitable.

By: /s/ Robert C. Gainer
Robert C. Grainer, Esq.
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Attorneys for Margaret DenBeste

CERTIFICATE OF SERVICE

I, Courtney Bauman, hereby certify that a true and correct copy of the foregoing *Response in Opposition to Debtors' Thirty-Sixth Omnibus Objection to Proof of Claims (Reclassifying Claims)* was filed electronically with the Bankruptcy Court on November 2, 2021, via the Bankruptcy Court's ECF System.

A true and correct copy of the foregoing *Response in Opposition to Debtors' Thirty-Sixth Omnibus Objection to Proof of Claims (Reclassifying Claims)* was served electronically via the Bankruptcy Court's ECF System on this November 2, 2021, upon all parties registered to receive such notice by operation of the ECF System.

In addition, true and correct copies were also served via first class United States mail upon the following parties:

Ray C. Schrock, P.C.
Jacqueline Marcus
Garrett A. Fail
Sunny Singh
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attorneys for Debtors and Debtors in Possession

I hereby certify that the foregoing statement made by me are true.

/s/ Courtney Bauman
Courtney Bauman

Sears

Home Improvement Products

DATE OF SALE 05/11/2017	JOB NUMBER 22062227	PROJECT CONSULTANT ADAM TRAINOR
CUSTOMER NAME MARGARET DENBESTE		
STREET ADDRESS 703 8TH ST		
CITY PERRY	STATE IA	ZIP CODE 50220
PRODUCT WINDOWS		
INCENTIVE AMOUNT(S) * MEMBER ID: 7081097654414252 WINDOWS - INITIAL VISIT DISCOUNT \$1,502.94		
NOTES	INITIAL PAYMENT \$4,226.25	
	FINAL PAYMENT \$9,861.24	
	TOTAL PRICE \$14,087.49	

* The Incentive Amount(s) is(are) subject to change if any modifications to the contract occur that impact the contract purchase price.

PAYMENT METHOD	ACCOUNT NUMBER (LAST 4 DIGITS)	INITIAL PAYMENT	FINAL PAYMENT
CREDIT CARD	6622	\$4,226.25	\$9,861.24

Margaret DenBeste

05/11/2017

Customer's signature

Date

05/11/2017

Customer's signature

Date

Proposal Date 05/11/2017	Job Number 22062227	 Home Improvement Products		Sears Home Improvement Products, Inc.	
Customer Name MARGARET DENBESTE				P.O. Box 522290 1024 Florida Central Parkway Longwood, FL 32750-7579 Phone (800) 469-4663	
Customer's Home Phone (515) 465-5236	Customer's Work Phone	ESTIMATE AND PROPOSAL Windows		Contractor License/Registration Number	
Street Address 703 8TH ST					
City PERRY		State IA	Zip Code 50220	Is Installation within city limits? (Yes/No): YES	
Installation Address County DALLAS					
Billing Address (If different from above)		City	State	Zip Code	Project Consultant Name & License No. (If applicable)
					ADAM TRAINOR 0

Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed

1. Remove existing units to be replaced. (PLEASE NOTE: The removed units are likely to be damaged.)
2. Prepare openings as necessary to receive replacement units. (No finish work other than normal installation is to be done unless otherwise noted below.)
3. Installation includes the clean-up of all job-related debris upon completion of the job.
4. (If applicable) After the completion of the project, the customer will be responsible for the application and removal (storage) of shutter panels. In the event that the project requires the installation of storm shutters or egress windows, Sears Home Improvement Products, Inc. ("Sears") will not re-install any affected security bars.
5. (If applicable) In the event Sears is unable for whatever reason to obtain the proper permits prior to the commencement of any work, Sears will refund any previous payment and this contract will be automatically cancelled.

Summary of Window Order Addendum (see detailed Window Order Addendum for more information):

Type: <u>WB MAX (WINCORE)</u>	Quantity: <u>19</u>
Type: _____	Quantity: _____

The Window Order Addendum is made a part of and incorporated into this contract by reference.

Customer(s) initials MDP

Additional work to be done: NONE

Work NOT to be done:

NONE

SPECIAL INSTRUCTIONS: COLOR MATCH WRAPS

All of the above check boxes, "Work NOT to be done," "Additional work to be done," and "Special Instructions" sections have been reviewed and explained to me.

Customer(s) initials MDP